

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

FILED
CLERKS OFFICE
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U.S. DISTRICT COURT
DISTRICT OF MASS.

UNITED STATES OF AMERICA,

V.

CRIMINAL NO.: 03-CR-10331 (RGS)

IVAN VELEZ,

_____ /

STIPULATED MOTION TO SUBSTITUTE BOND COLLATERAL

COMES NOW the Defendant, Ivan Velez, by and through undersigned counsel, and files this Motion to Substitute Bond Collateral, and in support thereof alleges as follows:

1. The parties agree to the foregoing motion which requests that the house, located at 4831 NW 112 Court, Miami, FL 33178, that was used as collateral for the bond (Exhibit "A") imposed in this matter be substituted by a new house, located at 11336 NW 74 Terrace, Miami, FL 33178, (Exhibit "B") the defendant has purchased and wherein he intends to live with his wife, Ana M. Echeverri, and minor child. He wishes to sell the house that was initially used as collateral for the bond.

2. The new collateral has an equity of \$180,000, enough to cover the \$75,000. corporate surety bond imposed by this Honorable Court.

3. The original surety, Best Bail Bond, has no objection to the substitution of collateral. (Exhibit "C")

4. Likewise, Assistant United States Attorney Cynthia W. Lie and defendant's pretrial officer have no objection to the granting of this motion.

WHEREFORE, undersigned counsel prays this Honorable Court grant this motion, and

allow the original house located at 4831 NW 112 Court, Miami FL be substituted as collateral on the \$75,000. corporate surety bond by defendant's new house located at 11336 NW 74th Terrace, Miami, FL., and that all sale restrictions otherwise imposed on the original property be lifted.

Respectfully submitted,

Percy Martinez, P.A..
Attorneys for the Defendant/**VELEZ**
Bar Number 981990
2 Alhambra Plaza, Suite 801
Coral Gables, FL 33134
Telephone: (305) 529-0001
Facsimile: (305) 448-0554

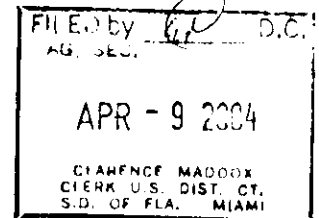
By: 
Percy Martinez, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing motion was mailed to **Cynthia W. Lie**, Assistant United States Attorney, Office of the United States Attorney, Boston, Massachusetts on this 15th day of March 2005.

By: 
Percy Martinez, Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA



APPEARANCE BOND: _____

CASE NO.: 03-2351-1VPT-E

UNITED STATES OF AMERICA

Plaintiff,

v.

JAIL # 67-475-674

Ivan Dominguez

Defendant,

I, the undersigned defendant and I or we, the undersigned sureties, jointly and severally acknowledge that we and our personal representatives, jointly and severally, are bound to pay the United States of America, the sum of \$ 25,000.00

STANDARD CONDITIONS OF BOND

The conditions of this bond are that the defendant:

1. Shall appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of the defendant's release as may be ordered or notified by this court or any other United States District Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment. This is a continuing bond, including any proceeding on appeal or review, which shall remain in full force and effect until such time as the court shall order otherwise.

2. May not at any time, for any reason whatever, leave the Southern District of Florida or other District to which the case may be removed or transferred after he or she has appeared in such District pursuant to the conditions of this bond, without first obtaining written permission from the court, except that a defendant ordered removed or transferred to another district may travel to that district as required for court appearances and trial preparation upon written notice to the Clerk of this court or the court to which the case has been removed or transferred. The Southern District of Florida consists of the following counties: **Monroe, Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, and Highlands.**

3. May not change his or her present address as recorded on page 4 of this bond without prior permission in writing from the court

4. Is required to appear in court at all times as required by notice given by the court or its clerk to the address on this bond or in open court or to the address as changed by permission from the court. The defendant is required to ascertain from the Clerk of Court or defense counsel the time and place of all scheduled proceedings on the case. In no event may a defendant assume that his or her case has been dismissed unless the court has entered an order of dismissal.

5. Shall not commit any act in violation of state or federal laws

EXHIBIT A

DEFENDANT: John P. ...
CASE NUMBER: 04-321
PAGE TWO

SPECIAL CONDITIONS OF BOND

In addition to compliance with the previously stated conditions of bond, the defendant must comply with the special conditions checked below:

- ☒ a. Surrender all passports and travel documents, if any, to the Pretrial Services Office and not obtain any travel documents during the pendency of the case;
- ☒ b. Report to Pretrial Services as follows: (☒ as directed or _____ times in person and _____ times by telephone;
- ☐ c. Submit to substance abuse testing and/or treatment as directed by Pretrial Services;
- ☐ d. Refrain from excessive use of alcohol, or any use of a narcotic drug or other controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802), without a prescription by a licensed medical practitioner;
- ☐ e. Participate in mental health assessment and/or treatment;
- ☐ f. Participate and undergo a sex offense specific evaluation and treatment;
- ☐ g. Maintain or actively seek full-time employment;
- ☐ h. Maintain or begin an educational program;
- ☐ i. Avoid all contact with victims of or witnesses to the crimes charged, except through counsel;
- ☐ j. Refrain from possessing a firearm, destructive device or other dangerous weapons;
- ☒ k. None of the signatories may sell, pledge, mortgage, hypothecate, encumber, etc., any property they own, real or personal, until the bond is discharged, or otherwise modified by the Court;
- ☐ l. May not visit commercial transportation establishment: *airports, seaport/marinas, commercial bus terminals, train stations, etc.*;
- ☐ m. No access to the internet via any type of connectivity device (*i.e. computers, pda's, cellular phones, tv's*), and follow instructions as outlined in the attached agreement waiver provided to you by Pretrial Services;
- ☐ n. **HOME CONFINEMENT PROGRAM** The defendant shall participate in one of the following home confinement program components and abide by all the requirements of the program which () will not or () will include electronic monitoring or other location verification system, paid for by the defendant based upon his/her ability to pay () or paid for by Pretrial Services ().

Curfew: You are restricted to your residence every day from _____ to _____, or as directed by the Court

Home Detention: You are restricted to your residence at all times except for: () medical needs or treatment, () court appearances, () attorney visits or court ordered obligations, and () other _____.

- ☐ o. **HALFWAY HOUSE PLACEMENT** The defendant shall reside at a halfway house or community corrections center and abide by all the rules and regulations of the program
You are restricted to the halfway house at all times except for: () employment; () education; () religious services; () medical, substance abuse, or mental health treatment; () attorney visits; () court appearances; () court ordered obligations; () reporting to Pretrial Services; and () other _____.

- ☒ p. May travel to and from California, Nevada, Arizona, and New Mexico, and must notify Pretrial Services of travel plans before leaving and upon return.

- ☐ q. Comply with the following additional conditions of bond: _____

DEFENDANT: Victor J. ...
CASE NUMBER: ...
PAGE THREE

PENALTIES AND SANCTIONS APPLICABLE TO DEFENDANT

Violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for the defendant's arrest, a revocation of release, an order of detention, as provided in 18 U.S.C. § 3148, forfeiture of any bail posted, and a prosecution for contempt as provided in 18 U.S.C. § 401, which could result in a possible term of imprisonment or a fine.

The commission of any offense while on pretrial release may result in an additional sentence upon conviction for such offense to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be consecutive to any other sentence and must be imposed in addition to the sentence received for the offense itself.

Title 18 U.S.C. § 1503 makes it a criminal offense punishable by up to five years of imprisonment and a \$250,000 fine to intimidate or attempt to intimidate a witness, juror or officer of the court; 18 U.S.C. § 1510 makes it a criminal offense punishable by up to five years of imprisonment and a \$250,000 fine to obstruct a criminal investigation; 18 U.S.C. § 1512 makes it a criminal offense punishable by up to ten years of imprisonment and a \$250,000 fine to tamper with a witness, victim or informant; and 18 U.S.C. § 1513 makes it a criminal offense punishable by up to ten years of imprisonment and a \$250,000 fine to retaliate against a witness, victim or informant, or threaten to do so.

It is a criminal offense under 18 U.S.C. § 3146, if after having been released, the defendant knowingly fails to appear as required by the conditions of release, or to surrender for the service of sentence pursuant to a court order. If the defendant was released in connection with a charge of, or while awaiting sentence, surrender for the service of a sentence, or appeal or certiorari after conviction for:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more the defendant shall be fined not more than \$250,000 or imprisoned for not more than ten years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, the defendant shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, the defendant shall be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, the defendant shall be fined not more than \$100,000 or imprisoned not more than one year, or both

A term of imprisonment imposed for failure to appear or surrender shall be consecutive to the sentence of imprisonment for any other offense. In addition, a failure to appear may result in the forfeiture of any bail posted, which means that the defendant will be obligated to pay the full amount of the bond, which may be enforced by all applicable laws of the United States

DEFENDANT: James H. [Signature]
CASE NUMBER: 04-235-1017
PAGE FOUR

PENALTIES AND SANCTIONS APPLICABLE TO SURETIES

Violation by the defendant of any of the foregoing conditions of release will result in an immediate obligation by the surety or sureties to pay the full amount of the bond. Forfeiture of the bond for any breach of one or more conditions may be declared by a judicial officer of any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each surety jointly and severally for the amount of the bond, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and other laws of the United States.

SIGNATURES

I have carefully read and I understand this entire appearance bond consisting of four pages, or it as been read to me, and, if necessary, translated into my native language, and I know that I am obligated by law to comply with all of the terms of this bond. I promise to obey all conditions of this bond, to appear in court as required, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions outlined in this bond for violations of the terms of the bond.

If I am an agent acting for or on behalf of a corporate surety, I further represent that I am a duly authorized agent for the corporate surety and have full power to execute this bond in the amount stated.

DEFENDANT

Signed this 7th day of April, 2004 at Jacksonville, Florida
Signed and acknowledged before me:
WITNESS: [Signature]
ADDRESS: 1621 NW 17 Ave
Alachua ZIP 32312
DEFENDANT (Signature) [Signature]
ADDRESS: 1621 NW 17 Ave
Alachua ZIP 32312
TELEPHONE: (904) 325-8252

CORPORATE SURETY

Signed this 7 day of April, 2004, at Alachua, Florida.
SURETY Lexington National Ins
ADDRESS 1621 NW 17 Ave
Alachua ZIP 32312
AGENT (Signature) [Signature]
PRINT NAME: Kyle [Signature]
TELEPHONE (305) 325-8252

INDIVIDUAL SURETIES

Signed this <u> </u> day of <u> </u> , 200 <u>3</u> , at <u> </u> , Florida	Signed this <u> </u> day of <u> </u> , 200 <u>3</u> , at <u> </u> , Florida
SURETY (Signature) <u> </u>	SURETY (Signature) <u> </u>
PRINT NAME: <u> </u>	PRINT NAME: <u> </u>
RELATIONSHIP TO <u> </u>	RELATIONSHIP TO <u> </u>
DEFENDANT <u> </u>	DEFENDANT <u> </u>
ADDRESS <u> </u>	ADDRESS <u> </u>
<u> </u> ZIP <u> </u>	<u> </u> ZIP <u> </u>
TELEPHONE <u> </u>	TELEPHONE <u> </u>

APPROVAL BY COURT

Date: 04-09-04

[Signature]
UNITED STATES MAGISTRATE JUDGE

Power No. 2004-111

1. *Chlorophyll a* (Chl *a*) and *Chlorophyll b* (Chl *b*) were extracted from 100 mg of fresh leaves using 10 ml of 80% acetone. The extract was centrifuged at 1000g for 5 min and the supernatant was transferred to a vial. The process was repeated until all the extract was transferred. The supernatants were then combined and the solvent was evaporated under reduced pressure. The residue was then dissolved in 1 ml of 100% acetone and the solution was transferred to a vial. The process was repeated until all the extract was transferred. The supernatants were then combined and the solvent was evaporated under reduced pressure. The residue was then dissolved in 1 ml of 100% acetone and the solution was transferred to a vial.

B. F. ...
... ..
... ..
... ..



This Instrument Prepared
under the supervision of:

Justa A. Finlay, as President
Title Services of Dade County, Inc.
782 N.W. 42nd Ave. Suite 202
Miami, FL 33126

Return to (via enclosed envelope)
Title Services of Dade County, Inc.
782 N.W. 42nd Ave. Suite 202
Miami, FL 33126

Grantor's Tax Identification No.:

Property Appraiser's Folio No.:

FILE NO: 055027

CFW 20050191410
OR Bk 23117 Pgs 1222 - 1223; (2pgs)
RECORDED 02/25/2005 14:14:08
DEED DOC TAX 1.661.40
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 16th day of February, 2005, by and between Century Homebuilders, LLC, a Florida limited liability company successor by merger to Century Builders Group, Inc., a Florida corporation ("Grantor") having a mailing address of 7270 NW 12th Street, Suite 410, Miami, FL 33126 and ANA M. ECHVERRI AND IVAN VELEZ, WIFE AND HUSBAND. ("Grantee") whose mailing address is 8326 NW 68 Street, Miami, FL 33166.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situate in the County of Miami-Dade, Florida, to wit:

Lot 1, Block 35 of DOREAL ISLES NORTH SECTION ONE, according to the Plat thereof, as recorded in Plat Book 161 at Page 57, of the Public Records of Miami-Dade County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, as well as other taxes and/or assessments for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. The provisions in that certain Master Deed Restrictions recorded in Official Records Book 21990 at Page 3920, of the Public Records of Miami-Dade County, Florida, and any and all amendments and modifications thereto (the "Master Deed Restrictions"), including, without limitation, the rights of Grantor to inspect the Property and/or perform tests on the Property.

"EXHIBIT B"

G. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "Master Declaration"); club covenants and/or a club plan for the community in which the Property is located (collectively, the "Club Covenants"); and Declaration(s) governing any subdivision of which the Property is a part (the "Neighborhood Declaration"), all as amended and modified from time to time.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Deed Restrictions, Master Declaration, Club Covenants and the Neighborhood Declaration, if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Print Name:

Damian Ruiz

Print Name:

Rosa Cano

CENTURY HOMEBUILDERS, LLC, a
Florida limited liability company successor
by merger to Century Builders Group, Inc., a
Florida corporation

By:

Name: Sergio Pino

Title: Authorized Manager

7270 NW 12th Street, Suite #410
Miami, FL 33126

{SEAL}

STATE OF FLORIDA

) SS.:

COUNTY OF MIAMI DADE

5 The foregoing instrument was acknowledged before me this 18th day of February, 2008 by Sergio Pino, as Authorized Manager of Century Homebuilders, LLC, a Florida limited liability company successor by merger to Century Builders Group, Inc., a Florida corporation, who is personally known to me or who produced a driver's license as identification, on behalf of the company.

My commission expires:

NOTARY PUBLIC

State of Florida in Large

Print name:



Damian Ruiz
MY COMMISSION # CD202156 EXPIRES
April 10, 2007
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true

and correct copy of the original as

presented to me in this office on

February 25 2008

WITNESS my hand and seal of

HARVEY RUVIN, CLERK

by M. Anderson U.C.





1674 N.W. 17th AVENUE

MIAMI, FLORIDA 33125

(305) 643-1888

March 16, 2005

RE: Ivan Dario Velez
04-2351-White
\$75,000.00

To Whom It May Concern:

The following is to acknowledge the substitution of collateral for the above referenced Corporate Surety Bond. Mr. and Mrs. Velez had placed for collateral their private home located at 4831 N.W. 112th Court, Miami, Florida 33178 at the time the bond was executed on April 9th, 2004. At this time they have purchased a new property, recently built. The location of the new property is 8325 N.W. 68 Street, Miami, Florida, 33166.

We are satisfied with the new property and will hold all documentation to save the couple the filing fee. In case of a breach the property will then be filed with the Miami-Dade County Clerk of the Court and the adequate steps will then be taken. Our office has faith that Mr. Velez will appear to each and every court date until the closing of his case.

If you require additional information, please call us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nidia Diaz', is written over a horizontal line. The signature is fluid and cursive.

Nidia Diaz, Office Manager

ND/

"EXHIBIT C"